

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:

FIELDWOOD ENERGY LLC, *et al.*,  
Debtors.<sup>1</sup>

Chapter 11

Case No. 20-33948 (MI)

(Jointly Administered)

**SUPPLEMENTAL AFFIDAVIT OF SERVICE**

I, Xavi Flores, depose and say that I am employed by Prime Clerk LLC (“**Prime Clerk**”), the claims, noticing, and solicitation agent for the Debtors in the above-captioned chapter 11 cases.

On June 16, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following documents to be served via First Class Mail on the Supplemental Service List attached here to as **Exhibit A**:

- Notice of Entry of Amended Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Procedures for Objections to the Assignment and Transfer of Property of the Estate; and (VII) Granting Related Relief, a copy of which is attached hereto as **Exhibit B**;
- Notice of Abandonment of Property Immediately Upon Occurrence of Plan Effective Date, a copy of which is attached hereto as **Exhibit C**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

On June 16, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail on Arena Offshore, (MMLID: 11533818), 2103 Research Forest Dr Ste 200, The Woodlands, TX 77380-4164:

- Notice to Contract Parties to Executory Contracts and Unexpired Leases of the Schedule of Assumed Contracts and Cure Amounts [Docket No. 1395]

Dated: June 21, 2021

/s/ Xavi Flores  
Xavi Flores

State of New York  
County of New York

Subscribed and sworn (or affirmed) to me on June 21, 2021, by Xavi Flores, proved to me on the bases of satisfactory evidence to be the person who executed this affidavit.

/s/ JAMES A. MAPPLETHORPE  
Notary Public, State of New York  
No. 01MA6370846  
Qualified in New York County  
Commission Expires February 12, 2022

**Exhibit A**

Exhibit A

Supplemental Service List  
Served via First Class Mail

MMLID	Name	Address 1	City	State	PostalCode
11534852	KILLBUCK CREEK OIL CO LLC	2098 PORTAGE RD STE 250	WOOSTER	OH	44691-5707
11539526	BAUDOIN FAMILY TRUST	ADDRESS ON FILE			

**Exhibit B**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>	§	<b>Chapter 11</b>
	§	
<b>FIELDWOOD ENERGY LLC, <i>et al.</i>,</b>	§	<b>Case No. 20-33948 (MI)</b>
	§	
<b>Debtors.<sup>1</sup></b>	§	<b>(Jointly Administered)</b>
	§	<b>Re: Docket No. 724, 1284, 1285 &amp; 1286</b>

**NOTICE OF ENTRY OF AMENDED ORDER (I) APPROVING DISCLOSURE  
STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE  
STATEMENT HEARING; (II) ESTABLISHING SOLICITATION AND VOTING  
PROCEDURES; (III) SCHEDULING CONFIRMATION HEARING; (IV)  
ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION  
OF THE PROPOSED PLAN; (V) APPROVING NOTICE AND OBJECTION  
PROCEDURES FOR THE ASSUMPTION OF EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES; (VI) APPROVING PROCEDURES FOR OBJECTIONS TO THE  
ASSIGNMENT AND TRANSFER OF PROPERTY OF THE ESTATE; AND (VII)  
GRANTING RELATED RELIEF**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

## TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

Dynamic Offshore Resources NS, LLC	Case No. 20-33947
Fieldwood Energy LLC	Case No. 20-33948
Fieldwood Energy Inc.	Case No. 20-33949
Fieldwood Energy Offshore LLC	Case No. 20-33950
Fieldwood Onshore LLC	Case No. 20-33951
Fieldwood SD Offshore LLC	Case No. 20-33952
Fieldwood Offshore LLC	Case No. 20-33961
FW GOM Pipeline, Inc.	Case No. 20-33953
GOM Shelf LLC	Case No. 20-33954
Bandon Oil and Gas GP, LLC	Case No. 20-33955
Bandon Oil and Gas, LP	Case No. 20-33956
Fieldwood Energy SP LLC	Case No. 20-33958
Galveston Bay Pipeline LLC	Case No. 20-33959
Galveston Bay Processing LLC	Case No. 20-33960

## PLEASE TAKE NOTICE THAT:

1. *Approval of Disclosure Statement.* On April 14, 2021, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) at which it approved the *Disclosure Statement for the Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors*, dated April 15, 2021 (Docket No. 1285) (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the “**Disclosure Statement**”) and granted related relief, and thereafter entered an order (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorized the Debtors to solicit votes to accept the *Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated*

*Debtors*, dated April 15, 2021 (Docket No. 1284) (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the “**Plan**”).<sup>1</sup>

2. ***Confirmation Hearing.*** A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled for June 9, 2021 at 9:00 a.m. (prevailing Central Time), before the Honorable Marvin Isgur, United States Bankruptcy Judge, in the Bankruptcy Court. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by a Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. ***Voting Record Date.*** Holders of Claims in Class 1 (Other Secured Claims), Class 3 (FLFO Claims), Class 4 (FLTL Claims), Class 5 (SLTL Claims), Class 6A (Unsecured Trade Claims), and Class 6B (General Unsecured Claims) who are otherwise eligible to vote as of April 14, 2021 (the “**Voting Record Date**”) shall be entitled to vote to accept or reject the Plan.

4. ***Voting Deadline.*** All votes to accept or reject the Plan must be actually received by the Debtors’ voting and tabulation agent, Prime Clerk LLC, at Fieldwood Ballot Processing, c/o Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165 by no later than **June 2, 2021 at 4:00 p.m. (prevailing Central Time)** (the “**Voting Deadline**”). **ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.**

5. ***Parties in Interest Not Entitled to Vote.*** Holders of Claims or Interests in Class 2 (Priority Non-Tax Claims), Class 7 (Intercompany Claims), Class 8 (Subordinated Securities Claims), Class 9 (Intercompany Interests), and Class 10 (Existing Equity Interests) are not entitled to vote on the Plan and will not receive a Ballot. If you disagree with the amount set forth by the Debtors for your Claim or Interest in the Debtors’ schedules of assets and liabilities and statements of financial affairs (Docket Nos. 429-456) or if you have filed a proof of claim and disagree with either (a) the Debtors’ objection to your Claim and believe that you should be entitled to vote on the Plan or (b) the Debtors’ classification or request for estimation of your Claim or Interest and believe that you should be entitled to vote on the Plan in a different amount or class, then you must file with the Bankruptcy Court via the Electronic Case Filing System or by mailing to the Bankruptcy Court at the United States Bankruptcy Court, 515 Rusk Avenue, Courtroom 404, 4th Floor, Houston, Texas 77002, a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”) temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before **May 14, 2021 at 11:59 p.m. (prevailing Central Time)**. Rule 3018(a) Motions that are not timely filed in the manner set forth above shall not be considered. As to any creditor filing a Rule 3018(a) Motion, such creditor’s Ballot will be counted as provided in the Order except as may be otherwise ordered by the Bankruptcy Court. Creditors may contact Prime Clerk in writing at Fieldwood Energy

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

Ballot Processing, c/o Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165, by email at [fieldwoodinfo@primeclerk.com](mailto:fieldwoodinfo@primeclerk.com), or via telephone, toll-free, at 1-855-631-5346 (domestic) or 1-917-460-0913 (international) to receive an appropriate Ballot for any Claim for which a Proof of Claim has been timely filed and a Rule 3018(a) Motion has been granted.

6. ***Objections to Confirmation.*** The deadline to object or respond to confirmation of the Plan is **June 2, 2021 at 11:59 p.m. (prevailing Central Time)** (the “**Plan Objection Deadline**”).

7. ***Form and Manner of Objections to Confirmation.*** Objections and responses, if any, to confirmation of the Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors’ estates or property; (iv) provide the basis for the objection and the specific grounds thereof; and (v) be filed with the Bankruptcy Court via the Electronic Case Filing System or by mailing to the Bankruptcy Court at the United States Bankruptcy Court, 515 Rusk Avenue, Courtroom 404, 4th Floor, Houston, Texas 77002, no later than the Plan Objection Deadline.

8. **IF AN OBJECTION TO THE CONFIRMATION OF THE PLAN IS NOT FILED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE CONFIRMATION OF THE PLAN OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.**

9. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other Solicitation Materials should contact the Debtors’ voting and tabulation agent, Prime Clerk LLC by (i) email at [fieldwoodinfo@primeclerk.com](mailto:fieldwoodinfo@primeclerk.com) or (ii) via telephone, toll-free, at 1-855-631-5346 (domestic) or 1-917-460-0913 (international). Interested parties may also review the Disclosure Statement and Plan free of charge at <https://cases.primeclerk.com/FieldwoodEnergy/>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court’s website at <https://www.txs.uscourts.gov/page/bankruptcy-court>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at <https://pacer.psc.uscourts.gov>.

#### **NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN**

**If you (i) vote to accept the Plan, (ii) do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan, (iii) vote to reject the Plan but do not opt out of granting the releases set forth in the Plan, (iv) were given notice of the opportunity to opt out of granting releases set forth in the Plan but did not opt out, or (v) you are a Released Party (even if you purport to opt out of the releases as set forth in the Plan), you shall be deemed to have consented to the releases contained in Section 10.7(b) of the Plan. The releases as presented in the Plan are provided below:**

**10.7(a) RELEASES BY THE DEBTORS.**

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY

ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (THE "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

**10.7(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.**

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-

EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE RELEASING PARTIES OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE

**CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.**

**10.7(c) Release of Liens.**

Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Initial Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

**10.8 Exculpation.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE**

OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

### **10.6 Plan Injunction.**

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

### **10.9 Injunction Related to Releases and Exculpation.**

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

**Relevant Definitions Related to Release and Exculpation Provisions:**

***Exculpated Parties*** means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Prepetition FLFO Secured Parties, (f) the Consenting Creditors, (g) the Prepetition FLFO Collateral Agent, (h) the Prepetition FLTL Agents, (i) the Prepetition SLTL Agent, (j) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (k) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (l) the Exit Facility Agents, (m) the Exit Facility Lenders, (n) the Second Lien Backstop Parties, (o) the ERO Backstop Parties, (p) the Apache PSA Parties, and (q) with respect to each of the foregoing Persons in clauses (a) through (p) each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

***Released Parties*** means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Prepetition FLFO Secured Parties, (e) the Consenting Creditors, (f) the Prepetition FLFO Collateral Agent, (g) the Prepetition FLTL Agents, (h) the Prepetition SLTL Agent, (i) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (j) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (k) the Exit Facility Agents, (l) the Exit Facility Lenders, (m) the Second Lien Backstop Parties, (n) the ERO Backstop Parties, (o) the Apache PSA Parties, and (p) with respect to each of the foregoing Persons in clauses (a) through (o), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

***Releasing Parties*** means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set

forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

**YOU ARE ADVISED AND ENCOURAGED TO REVIEW AND CONSIDER THE PLAN CAREFULLY, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

**Notice of Assumption of Executory Contracts and  
Unexpired Leases of Debtors and Related Procedures**

10. Please take notice that, in accordance with Section 8.1 and 8.2 of the Plan and sections 365 and 1123 of the Bankruptcy Code, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease: (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Sections 8.4 or 8.5 of the Plan; or (v) is identified for assumption on the Schedule of Assumed Contracts included in the Plan Supplement, which Schedule of Assumed Contracts will identify executory contracts or unexpired leases for assumption and assignment to the Credit Bid Purchaser in accordance with the Credit Bid Purchase Agreement. To the extent the Decommissioning Agreement is an executory contract, it will be assumed and become the obligation of FWE I under the Initial Plan of Merger.

11. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assumptions and assignments, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

12. To the maximum extent permitted by law, to the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such executory contract or unexpired lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto.

13. Subject to the terms of the Credit Bid Purchase Agreement, the Debtors reserve the right, on or before 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing, or such other time as may be agreed in writing between the Debtors and the applicable counterparty, to amend the Schedule of Assumed Contracts to add or

remove any executory contract or unexpired lease; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and Section 8.1(d) shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing; *provided, further* that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may amend the Schedule of Assumed Contracts to add or delete any executory contracts or unexpired leases after such date to the extent agreed with the relevant counterparties and entry of an order of the Bankruptcy Court

14. Pursuant to Section 8.2 of the Plan, any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date in accordance with the terms of the Credit Bid Purchase Agreement or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

15. Further, the Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least ten (10) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned reflecting the Debtors' intention to potentially assume or assume and assign to the Credit Bid Purchaser in accordance with the terms of the Credit Bid Purchase Agreement the contract or lease in connection with this Plan or the Credit Bid Purchase Agreement and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor, or any Post-Effective Date Debtor, under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor, or Post-Effective Date Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(b) of the Plan shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

16. Please take notice that, pursuant to Section 8.2 of the Plan, the Bankruptcy Court will determine any Assumption Dispute (as defined in the Plan) pertaining to assumption of

an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court before such assumption being effective; *provided*, that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors or the Post-Effective Date Debtors, as applicable, may settle any Assumption Dispute without any further notice to any other party or any action, order, or approval of the Bankruptcy Court. To the extent an Assumption Dispute relates solely to the Cure Amount, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease before the resolution of the Assumption Dispute; *provided*, that the Post-Effective Date Debtors or Credit Bid Purchaser, as applicable shall be responsible to pay the determined amount to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party. The Debtors or Post-Effective Date Debtors, as applicable, subject to the terms of the Credit Bid Purchase Agreement, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

17. If you are a counterparty to an executory contract or unexpired lease (unless one of the exceptions set forth in Section 8.1 of the Plan applies), if no Objection is timely received with respect to your assumed executory contract or unexpired lease (an “**Assumed Contract**”), (a) you shall be deemed to have assented to (i) the assumption of such Assumed Contract, (ii) the date of such assumption, and (iii) the satisfaction of section 365(b)(1)(C) of the Bankruptcy Code requiring the Debtors to provide adequate assurance of future performance under such Assumed Contract, and (b) you shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or the adequate assurance of future performance contemplated herein.

18. Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice or action, order, or approval of the Bankruptcy Court or any other Person, upon the assumption of such executory contract or unexpired leases.

**UNLESS AN OBJECTION IS TIMELY FILED IN ACCORDANCE WITH THIS CONFIRMATION HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

19. ***Plan Supplement.*** The Debtors will file and serve any supplement to the Plan on or before May 26, 2021 at 11:59 p.m. (prevailing Central Time).

**Notice of Abandonment of Property of the Estate Upon Plan Effective Date**

20. Pursuant to section 5.13 of the Plan, immediately upon the occurrence of the Effective Date, the Debtors’ rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned

Properties (the “**Abandoned Properties**”) are abandoned pursuant to the Plan without further notice to or order of the Bankruptcy Court pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and/or deemed rejected pursuant to section 365 of the Bankruptcy Code, as applicable. The Abandoned Properties shall not be allocated to nor vest in the Post-Effective Date Debtors or NewCo and its subsidiaries, including the Credit Bid Purchaser. Except as otherwise provided in this Plan or the Confirmation Order, the Debtors, their Estates, and the Post-Effective Date Debtors shall not be liable for any obligations whatsoever arising from or relating to the post-Effective Date period with regards to the Abandoned Properties. Nothing in the Plan or the Confirmation Order shall be construed as barring, waiving, or limiting the United States’ rights to assert a claim against the Debtors, the Post-Effective Date Debtors or any co-lessees or predecessors in interest with respect to the Abandoned Properties for any decommissioning obligations for the Abandoned Properties.

**IF YOU ARE A PREDECESSOR OR CO-WORKING INTEREST OWNER WITH RESPECT TO ONE OR MORE OF THE ABANDONED PROPERTIES, YOU ARE ENCOURAGED TO REVIEW AND CONSIDER CAREFULLY THE PLAN AND DISCLOSURE STATEMENT, INCLUDING SECTION 5.13 OF THE PLAN AND THE SCHEDULE OF ABANDONED PROPERTIES, AS YOUR RIGHTS MIGHT BE AFFECTED.**

**IF AN OBJECTION TO THE CONFIRMATION OF THE PLAN IS NOT FILED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE CONFIRMATION OF THE PLAN OR ANY TERMS INCLUDED IN THE PLAN, INCLUDING THE ABANDONMENT OF THE ABANDONED PROPERTIES, AND ANY SUCH OBJECTIONS MAY NOT BE HEARD AT THE HEARING.**

#### **Sale of Certain of the Debtors’ Assets Pursuant to the Plan**

21. As described in Section 5.2(a) of the Plan, if the Confirmation Date occurs on or before the Confirmation Outside Date or the Debtors, and the Required DIP Lenders and Requisite FLTL Lenders do not otherwise elect to pursue a 363 Credit Bid Transaction pursuant to Section 5.2(c) of the Plan, then, on the Effective Date, pursuant to sections 105, 363, 365, 1123, 1129, 1141(b), and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests shall be transferred to, and the Credit Bid Acquired Interests owned by the Debtors shall vest free and clear of all Liens<sup>2</sup> (other than (i) any and all Liens securing the FLFO Claim or the obligations under the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities shall be assumed by the Credit Bid Purchaser.

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<sup>2</sup> Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.

22. In the event that the transaction pursuant to Section 5.2(a) of the Plan is consummated and in the event of any conflict whatsoever between the terms of the Plan and the Credit Bid Purchase Agreement with respect to the Credit Bid Transaction, the terms of the Credit Bid Purchase Agreement shall control, and the Plan shall be deemed to incorporate in their entirety the terms, provisions, and conditions of the Credit Bid Purchase Agreement.

23. (x) If the Confirmation Date does not occur before the Confirmation Outside Date or (y) if the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date is projected at any time prior to the Confirmation Date to exceed the Toggle Amount (the next Business Day after the occurrence of (x) or (y), the (“**Toggle Date**”), then, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, the Debtors shall:

- (i) within 7 days of the Toggle Date, file a motion (the “**Toggle Motion**”), in form and substance acceptable to the Debtors, the Required DIP Lenders and Requisite FLTL Lenders, seeking entry of an order of the Bankruptcy Court approving a credit bid sale transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement (which terms shall be acceptable to the Debtors, the Requisite FLTL Lenders, and Required DIP Lenders), free and clear of all Liens (other than (i) any and all Liens securing the FLFO Claim or the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights that are applicable to the Credit Bid Acquired Interests;
- (ii) within 15 days of the Toggle Date and subject to the reasonable consent of Apache, the Requisite FLTL Lenders, the Required DIP Lenders and the Debtors, amend the Apache Definitive Documents as reasonably required to effectuate the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders); provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties’ express written consent; and
- (iii) within 35 days of the Toggle Date, obtain entry of an order of the Bankruptcy Court approving the 363 Credit Bid Transaction to the

Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders).

24. Notwithstanding anything in the Credit Bid Purchase Agreement or any agreement entered into pursuant to Section 5.2(c) of the Plan to the contrary, the Credit Bid Purchaser shall not be liable for any liability or obligation on account of any Claim or Interest that is compromised, settled, released or discharged pursuant to the Plan.

25. A schedule of the Debtors' interests in the oil and gas leases that will be acquired by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement is annexed to the Disclosure Statement as **Exhibit B** (as may be amended, modified, or supplemented from time to time, the "**Leases, Rights of Way and Rights of Use and Easement Related to Purchased Oil & Gas Lease Interests**").

**ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE A PLAN OBJECTION ON OR BEFORE THE PLAN OBJECTION DEADLINE IN ACCORDANCE WITH THIS NOTICE WILL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE PLAN, INCLUDING WITH RESPECT TO THE TRANSFER OF THE CREDIT BID ACQUIRED INTERESTS FREE AND CLEAR OF ALL LIENS (OTHER THAN (i) ANY AND ALL LIENS SECURING THE FLFO CLAIM OR THE OBLIGATIONS UNDER THE FIRST LIEN EXIT FACILITY OR (ii) CREDIT BID PERMITTED ENCUMBRANCES EXCEPT IN THE CASE OF FIELDWOOD U.A. INTERESTS, WHICH SHALL VEST FREE AND CLEAR OF ALL LIENS OTHER THAN LIENS DESCRIBED IN CLAUSE (i) ABOVE TO THE EXTENT CONTEMPLATED BY THE FIRST LIEN EXIT FACILITY DOCUMENTS), CLAIMS, CHARGES, INTERESTS, OR OTHER ENCUMBRANCES, INCLUDING THE CREDIT BID CONSENT RIGHTS AND THE CREDIT BID PREFERENTIAL PURCHASE RIGHTS.**

**Notice to Holders of Consent Rights, Preferential Purchase Rights, and Similar Rights of Objection Deadline**

26. The Debtors intend to assign or transfer to the Credit Bid Purchaser, pursuant to the Credit Bid Purchase Agreement and the Plan, certain contracts, leases, and other assets and liabilities, including assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements), free and clear of all liens, claims, interests, and encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights (in each case, as defined below) (other than (i) any and all Liens securing the FLFO Claim or the obligations under the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents). If any party objects to such assignment or transfer, including any objection based on (a) any alleged right of consent, notice, and any similar interests, if any, that are applicable to the sale of the Credit Bid Acquired Interests, or the assumption of the Credit Bid Assumed Liabilities, in connection with the Credit Bid Purchase Agreement ("**Credit Bid Consent Rights**"); or (b) any preferential right to purchase, right of first refusal, right of first offer, drag-

along rights, tag-along rights, or similar right the operation of which is triggered by the consummation of the transactions contemplated by the Credit Bid Purchase Agreement, or any other Preferential Right (as defined in the Credit Bid Purchase Agreement) (“**Credit Bid Preferential Purchase Rights**”); then such party must file with the Bankruptcy Court, via the Electronic Case Filing System, an objection identifying (x) the contract(s), lease(s), or asset(s) or liability(ies); (y) the basis for objecting to the assignment of such contract(s), lease(s), or asset(s) or liability(ies); and (z) all supporting documentation (if in respect of Credit Bid Consent Rights, a “**Credit Bid Consent Rights Objection**”, and if in respect of Credit Bid Preferential Purchase Rights, a “**Credit Bid Preferential Rights Objection**”), no later than the Plan Objection Deadline or any objection deadline set forth in a sale motion following a Toggle Date.

**IF YOU WISH TO ASSERT A CREDIT BID CONSENT RIGHTS OBJECTION OR CREDIT BID PREFERENTIAL RIGHTS OBJECTION, YOU ARE ADVISED TO CAREFULLY REVIEW THE CREDIT BID PURCHASE AGREEMENT ALONG WITH THE PLAN.**

**IF A PARTY FILES A CREDIT BID CONSENT RIGHTS OBJECTION OR CREDIT BID PREFERENTIAL RIGHTS OBJECTION IN A MANNER THAT IS CONSISTENT WITH THE REQUIREMENTS SET FORTH ABOVE, AND THE PARTIES ARE UNABLE TO CONSENSUALLY RESOLVE THE DISPUTE PRIOR TO THE CONFIRMATION HEARING, SUCH OBJECTION WILL BE HEARD BY THE BANKRUPTCY COURT AT THE CONFIRMATION HEARING.**

Any person failing to timely file a Credit Bid Consent Rights Objection or Credit Bid Preferential Rights Objection, as applicable, will be (i) forever barred and estopped from objecting, on any grounds, to the transfer, sale, assumption, and/or assignment of the Debtors’ right, title, and interest in, to and under, the assets and liabilities to be sold, assumed, and/or assigned in connection with the Credit Bid Purchase Agreement or the related provisions of the Plan, free and clear of all liens, claims, interests, and encumbrances, including Credit Bid Consent Rights and/or Credit Bid Preferential Purchase Rights (other than (i) any and all Liens securing the FLFO Claim or the obligations under the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), and from asserting any alleged Credit Bid Preferential Purchase Right with respect to the transfer, sale, assumption, and/or assignment of the Debtors’ right, title, and interest in, to and under the assets and liabilities to be sold, assumed, and/or assigned in connection with the Credit Bid Purchase Agreement, and (ii) deemed to consent to and approve the transfer, sale, and assumption and/or assignment of the Debtors’ right, title, and interest in, to and under such assets and liabilities free and clear of all liens, claims, interests, and encumbrances, including Credit Bid Consent Rights and/or Credit Bid Preferential Purchase Rights (other than (i) any and all Liens securing the FLFO Claim or the obligations under the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), regardless of whether such consent must be in writing in connection with the assignment of any of the Credit Bid Acquired Interests or assumption of any of the Credit Bid Assumed Liabilities.

If any person files a Credit Bid Consent Rights Objection or Credit Bid Preferential Rights Objection in accordance herewith, the Debtors and other parties in interest will have the opportunity to object to any alleged rights asserted by such person by filing a response to the Credit Bid Consent Rights Objection or Credit Bid Preferential Rights Objection, as applicable (and serving such response on the objecting party) at any time up to and including the date by which the Debtors must file the Confirmation Brief or any reply deadline set forth in a sale motion. For the avoidance of doubt, the Debtors may include any responses to any Credit Bid Consent Rights Objections or Credit Bid Preferential Rights Objections in the Confirmation Brief. Upon the filing of such response to such Credit Bid Consent Rights Objection or Credit Bid Preferential Rights Objections, any rights asserted will be deemed to be disputed and the Debtors will be entitled to assert that a bona fide dispute exists as to such rights asserted. Nothing herein will be deemed a waiver of any rights of the Debtors or any other parties in interest to contest any rights asserted by any person in such Credit Bid Consent Rights Objections and Credit Bid Preferential Rights Objections, and all such rights of the Debtors are expressly preserved.

27. The Debtors will cause to be allocated to and vested in FWE I and FWE III pursuant to the Initial Plan of Merger and Plan, certain contracts, leases, and other assets and liabilities, including assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements), free and clear of all Plan of Merger Consent Rights and Plan of Merger Preferential Purchase Rights (in each case, as defined below). The Debtors also may cause to be allocated to and vested in one or more newly formed entities, pursuant to one or more Plan of Mergers (in addition to the Initial Plan of Merger) and the Plan, certain contracts, leases, and other assets and liabilities, including assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements) allocated to and vested in (or that otherwise would have allocated to and vested in) FWE III pursuant to the Initial Plan of Merger free and clear of all Plan of Merger Consent Rights and Plan of Merger Preferential Purchase Rights (in each case, as defined below). Subject to approval by the Bankruptcy Court, if any party objects to such treatment in connection with the applicable Plan of Merger, including any objection based on (a) any right of consent, notice, and other similar rights, if any, that are applicable to the allocation and vesting of assets or liabilities in connection with the applicable Plan of Merger (“**Plan of Merger Consent Rights**”); or (b) any preferential right to purchase, right of first refusal, right of first offer, drag-along rights, tag-along rights, or similar right the operation of which is triggered by the allocation and vesting of the assets or liabilities in connection with the applicable Plan of Merger (“**Plan of Merger Preferential Purchase Rights**”), then such party must file with the Bankruptcy Court, via the Electronic Case Filing System, an objection identifying (x) the contract(s), lease(s), or asset(s) or liability(ies); (y) the basis for objecting to the allocation and vesting of such contract(s), lease(s), or asset(s) or liability(ies); and (z) all supporting documentation (if in respect of Plan of Merger Consent Rights, a “**Merger Vesting Objection**”, and if in respect of Plan of Merger Preferential Purchase Rights, a “**Merger Rights Objection**”), no later than the Plan Objection Deadline.

**IF YOU WISH TO ASSERT A MERGER VESTING OBJECTION OR MERGER RIGHTS OBJECTION, YOU ARE ADVISED TO CAREFULLY REVIEW THE PLAN OF MERGER DOCUMENTS ALONG WITH THE PLAN.**

**IF A PARTY FILES A MERGER VESTING OBJECTION OR MERGER RIGHTS OBJECTION IN A MANNER THAT IS CONSISTENT WITH THE REQUIREMENTS SET FORTH ABOVE, AND THE PARTIES ARE UNABLE TO CONSENSUALLY RESOLVE THE DISPUTE PRIOR TO THE CONFIRMATION HEARING, SUCH OBJECTION WILL BE HEARD BY THE BANKRUPTCY COURT AT THE CONFIRMATION HEARING.**

**Any person failing to timely file a Merger Vesting Objection or Merger Rights Objection, as applicable, will be (i) forever barred and estopped from objecting, on any grounds, to the allocation and vesting of the Debtors' right, title, and interest in, to and under, the assets and liabilities to be allocated and vested in connection with the applicable Plan of Merger or the related provisions of the Plan, free and clear of all Plan of Merger Consent Rights and/or Plan of Merger Preferential Purchase Rights and from asserting any Plan of Merger Preferential Purchase Right with respect to the allocation and vesting of the Debtors' right, title, and interest in, to and under the assets and liabilities to be allocated and vested in connection with the applicable Plan of Merger, and (ii) deemed to consent to and approve the allocation and vesting of the Debtors' right, title, and interest in, to and under such assets and liabilities free and clear of all Plan of Merger Consent Rights and/or Plan of Merger Preferential Purchase Rights, regardless of whether such consent must be in writing in connection with the allocation and vesting of any assets or liabilities in connection with the applicable Plan of Merger.**

If any person files a Merger Vesting Objection or Merger Rights Objection in accordance herewith, the Debtors and other parties in interest will have the opportunity to object to any rights asserted by such person by filing a response to the Merger Vesting Objection or Merger Rights Objection, as applicable (and serving such response on the objecting party) at any time up to and including the date by which the Debtors must file the Confirmation Brief. For the avoidance of doubt, the Debtors may include any responses to any Merger Vesting Objections or Merger Rights Objections in the Confirmation Brief or any reply deadline in a sale motion. Upon the filing of such response to such Merger Vesting Objections or Merger Rights Objections, any rights asserted will be deemed to be disputed and the Debtors will be entitled to assert that a bona fide dispute exists as to such rights asserted. Nothing herein will be deemed a waiver of any rights of the Debtors or any other parties in interest to contest any rights asserted by any person in such Merger Rights Objections and Merger Vesting Objections, and all such rights of the Debtors are expressly preserved.

### **QUESTIONS:**

If you have any questions, please contact the Voting Agent at 1-855-631-5346 (domestic) or 1-917-460-0913 (international). You may also submit your question online at <https://cases.primeclerk.com/FieldwoodEnergy/>. Please be advised that the Voting Agent cannot provide legal advice.

Dated: April 15, 2021  
Houston, Texas

/s/ Alfredo R. Pérez

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700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Telephone: (713) 546-5000  
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-and-

WEIL, GOTSHAL & MANGES LLP  
Matthew S. Barr (admitted *pro hac vice*)  
Jessica Liou (admitted *pro hac vice*)  
767 Fifth Avenue  
New York, New York 10153  
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Email: Matt.Barr@weil.com  
Jessica.Liou@weil.com

*Attorneys for Debtors  
and Debtors in Possession*

**Exhibit C**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:	§	Chapter 11
FIELDWOOD ENERGY LLC, <i>et al.</i> ,	§	Case No. 20-33948 (MI)
Debtors. <sup>1</sup>	§	(Jointly Administered)

**NOTICE OF ABANDONMENT OF PROPERTY  
IMMEDIATELY UPON OCCURRENCE OF PLAN EFFECTIVE DATE**

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**PLEASE TAKE NOTICE THAT:**

1. ***Approval of Disclosure Statement.*** On April 14, 2021, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) at which it approved the *Disclosure Statement for the Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors*, dated April 15, 2021 (Docket No. 1285) (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the “**Disclosure Statement**”) and granted related relief, and thereafter entered an order (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorized the Debtors to solicit votes to accept the *Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors*, dated April 15, 2021 (Docket No. 1284) (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the “**Plan**”).<sup>2</sup> Any interested party may review the Disclosure Statement and Plan free of charge at <https://cases.primeclerk.com/FieldwoodEnergy/>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court’s website at <https://www.txs.uscourts.gov/page/bankruptcy-court>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at <https://pacer.psc.uscourts.gov>.

2. ***Confirmation Hearing.*** A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled for June 9, 2021 at 9:00 a.m. (prevailing Central Time), before the Honorable Marvin Isgur, United States Bankruptcy Judge, in the Bankruptcy

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

Court. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by a Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

**3. *Notice of Abandonment of Certain Properties.*** Pursuant to section 5.13 of the Plan, immediately upon the occurrence of the Effective Date, the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and easements listed on the Schedule of Abandoned Properties are abandoned pursuant to the Plan without further notice to or order of the Bankruptcy Court pursuant to Sections 105(a) and 554(a) of the Bankruptcy Code and/or deemed rejected pursuant to Section 365 of the Bankruptcy Code, as applicable. The Abandoned Properties shall not be allocated to nor vest in the Post-Effective Date Debtors or NewCo and its subsidiaries, including the Credit Bid Purchaser. Except as otherwise provided in the Plan or the Confirmation Order, the Debtors, their Estates, and the Post-Effective Date Debtors shall not be liable for any obligations whatsoever arising from or relating to the post-Effective Date period with regards to the Abandoned Properties. Nothing in the Plan or the Confirmation Order shall be construed as barring, waiving, or limiting the United States' rights to assert a claim against the Debtors, the Post-Effective Date Debtors or any co-lessees or predecessors in interest with respect to the Abandoned Properties for any decommissioning obligations for the Abandoned Properties.

**4. YOU ARE RECEIVING THIS NOTICE BECAUSE, BASED UPON THE DEBTORS' BOOKS AND RECORDS AND/OR PUBLICLY AVAILABLE INFORMATION, YOU OR AN AFFILIATE OF YOURS HAS BEEN IDENTIFIED AS AN ENTITY IN THE CHAIN OF TITLE (A "PREDECESSOR") AND/OR A CURRENT CO-WORKING INTEREST OWNER (A "CIO") WITH RESPECT TO ONE OR MORE OF THE ABANDONED PROPERTIES LISTED ON THE SCHEDULE OF ABANDONED PROPERTIES. YOU ARE ENCOURAGED TO REVIEW AND CONSIDER CAREFULLY THE DISCLOSURE STATEMENT, INCLUDING THE SCHEDULE OF ABANDONED PROPERTIES, AND THE PLAN, INCLUDING SECTION 5.13 OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED BY THE PLAN.**

**5.** A copy of the Schedule of Abandoned Properties was filed as Exhibit F in the Disclosure Statement, is attached to this notice as **Exhibit 1**, and is available at the following URL:

<http://media.primeclerk.com/fieldwoodenergy/ExhibitFLeasesRelatedtoAbandonedProperties.pdf>

**6.** The Schedule of Abandoned Properties identifies the block, lease, lease type, rights, operator, lease status, and other information associated with the leases, rights of use, rights of way and easements, and related property that will be abandoned immediately upon the occurrence of the Effective Date of the Plan. The Schedule of Abandoned Properties may be amended, modified or supplemented from time to time.

**IF YOU HAVE ANY OBJECTIONS TO THE PLAN, THOSE OBJECTIONS MUST (1) BE IN WRITING; (2) CONFORM TO THE BANKRUPTCY RULES AND LOCAL RULES; (3) SET FORTH THE NAME OF THE OBJECTING PARTY AND THE NATURE AND**

**AMOUNT OF CLAIMS OR INTERESTS HELD OR ASSERTED BY THE OBJECTING PARTY AGAINST THE DEBTORS' ESTATES OR PROPERTY; (4) PROVIDE THE BASIS FOR THE OBJECTION AND THE SPECIFIC GROUNDS THEREOF; AND (6) BE FILED WITH THE BANKRUPTCY COURT AT THE UNITED STATES BANKRUPTCY COURT, 515 RUSK AVENUE, COURTROOM 404, 4TH FLOOR, HOUSTON, TEXAS 77002, NO LATER THAN THE PLAN OBJECTION DEADLINE.**

**IF AN OBJECTION TO THE PLAN IS NOT FILED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE CONFIRMATION OF THE PLAN OR ANY TERMS INCLUDED IN THE PLAN, INCLUDING THE ABANDONMENT OF THE ABANDONED PROPERTIES, AND ANY SUCH OBJECTIONS MAY NOT BE HEARD AT THE HEARING.**

**ANY OBJECTIONS TO THE PLAN MUST BE FILED NO LATER THAN JUNE 2, 2021 AT 11:59 P.M. (PREVAILING CENTRAL TIME).**

7. For additional information, please contact the Debtors or their counsel at the below addresses:

**Debtors** at  
Fieldwood Energy LLC  
2000 W. Sam Houston Parkway, S. Suite 1200  
Houston, Texas 77042  
Attn: John Smith (JSmith@fwellc.com)  
Thomas R. Lamme (TLamme@fwellc.com)

**Counsel to Debtors** at  
Weil, Gotshal & Manges LLP  
700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)  
Clifford Carlson (Clifford.Carlson@weil.com)

– and –

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr (Matt.Barr@weil.com)  
Jessica Liou (Jessica.Liou@weil.com)

**Exhibit 1**

**Schedule of Abandoned Properties**  
**(Also filed as Exhibit F to the Disclosure Statement)**

## Leases Related to Abandoned Properties\*

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
BA A-102	G01754	Federal	RT	6/1/1968	5,760	Fieldwood En	100%	TERMIN	
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	31.25%	PROD	[6]
EB 160	G02647	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	67%	PROD	[5]
EB 161	G02648	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	67%	PROD	[5]
EB 165	G06280	Federal	RT	10/1/1983	5,760	Fieldwood SD Off	100%	UNIT	
EB 209	G07397	Federal	RT	9/1/1984	5,760	Fieldwood SD Off	100%	UNIT	
EC 330	G03540	Federal	OP 1	8/1/1977	5,000	Fieldwood En Off	50%	TERMIN	
EC 331	G08658	Federal	OP 1	8/1/1987	5,000	Fieldwood En Off	40%	TERMIN	[5]
EC 331	G08658	Federal	OP 2	8/1/1987	5,000	Fieldwood En Off	40%	TERMIN	[5]
EC 349	G14385	Federal	OP 1	5/1/1994	5,000	W & T Off	25%	PROD	

\* The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

- [1] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule (other than those leases referenced in footnotes [2]-[6] below), all of the Debtors' right, title and interest in such leases are to be abandoned. For each lease on this schedule, see the BOEM's Serial Register Page to identify the Debtors' interests; this schedule identifies each separate interest of the Debtors that carries any assets or liabilities, but does not necessarily identify each separate interest of the Debtors in each such lease.
- [2] Fieldwood Energy Offshore's record title solely as to the NE/4 of the block and its interest in the operating rights are to be abandoned; its remaining record title and its overriding royalty interests are to be acquired by the Credit Bid Purchaser.
- [3] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in the lease are to be abandoned.
- [4] Represents leases where the Credit Bid Purchaser is to acquire solely the Debtors' overriding royalty interests; the Debtors' remaining interests in these leases are to be abandoned.
- [5] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interest acquired by FWE from Chevron).
- [6] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interests acquired by FWE from both Apache and Chevron).

Legend: CONT - Contractual; OP 1 - Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 11 - Operating Rights 11; OP 13 - Operating Rights 13; ORRI - Overriding Royalty Interest; RT - Record Title; RT A - Record Title A; RT B - Record Title B; RT C - Record Title C; WI - Working Interest

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
EC 350	G15157	Federal	OP 1	9/1/1995	5,000	W & T Off	25%	TERMIN	
EC 356	G13592	Federal	RT	9/1/1992	5,000	W & T Off	25%	RELINQ	
EC 371	G02267	Federal	CONT	2/1/1973	5,000	Talos ERT	25%	TERMIN	
EI 100	796	Federal	Contractual	5/1/1960	5,000	Fieldwood En	100%	PROD	
EI 175	438	Federal	OP 1	12/1/1954	5,000	Fieldwood En	25%	PROD	[1]
EI 307	G02110	Federal	RT	2/1/1971	2,500	Fieldwood En Off	25%	TERMIN	[1]
EI 311	G27918	Federal	RT	7/1/2006	5,000	Dynamic Off Res	60%	TERMIN	
EI 312	G22679	Federal	OP 1	6/1/2001	5,000	Fieldwood En	60%	TERMIN	[1]
EI 32	00196	Federal	OP 1	11/26/1946	5,000	Cox Op	24%	PROD	
EI 330	G02115	Federal	Contractual	1/1/1971	5,000	Fieldwood En	17%	UNIT	[1]
EI 53	00479	Federal	OP 1	12/1/1954	5,000	Fieldwood En	11%	PROD	[1]
EI 63	00425	Federal	RT	12/1/1954	5,000	Fieldwood En Off	100%	TERMIN	
EW 782	G05793	Federal	CONT	7/1/1983	1,093	Fieldwood En	100%	TERMIN	[1]
GA 151	G15740	Federal	RT	11/1/1995	4,804	Fieldwood En	33%	TERMIN	[1]
GA 210	G25524	Federal	OP 1	12/1/2003	5,760	Fieldwood En	17%	PROD	[1]
GA 210	G25524	Federal	OP 3	12/1/2003	5,760	Fieldwood En	33%	PROD	[1]
GA A-155	G30654	Federal	RT	10/1/2006	5,760	Peregrine O&G	11%	TERMIN	
GC 157	G24154	Federal	RT	6/1/2002	5,760	LLOG Exp Off	15%	TERMIN	
GC 201	G12210	Federal	OP	5/1/1990	5,760	LLOG Exp Off	15%	UNIT	
					Fieldwood En Off; LLOG Exp Off				
GC 201	G12210	Federal	RT NE4	5/1/1990	5,760	Fieldwood En Off; LLOG Exp Off	100%	UNIT	[2]
GC 245	G05916	Federal	CONT	7/1/1983	5,760	Fieldwood En Off	100%	TERMIN	
GC 64	G07005	Federal	CONT	6/1/1984	5,760	Fieldwood En Off	49%	RELINQ	
HI A-341	G25605	Federal	RT	12/1/2003	5,760	Fieldwood En	40%	PROD	[1]
HI A-365	G02750	Federal	RT	7/1/1974	5,760	Fieldwood En	50%	PROD	[1]
HI A-376	G02754	Federal	RT	7/1/1974	5,760	Fieldwood En	55%	PROD	[1]
HI A-382	G02757	Federal	RT	7/1/1974	5,760	Fieldwood En	28%	PROD	[1]
HI A-474	G02366	Federal	RT	8/1/1973	5,760	McMoRan O&G	12%	TERMIN	[1]
HI A-475	G02367	Federal	CONT	8/1/1973	5,760	McMoRan O&G	12%	TERMIN	[1]
HI A-489	G02372	Federal	RT	8/1/1973	5,760	McMoRan O&G	12%	TERMIN	[1]
HI A-531	G02696	Federal	OP 1	7/1/1974	5,760	Fieldwood En Off	75%	TERMIN	
HI A-563	G02388	Federal	OP 1	8/1/1973	5,760	Cox Op	2%	PROD	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
HI A-564	G02389	Federal	OP 1	8/1/1973	5,760	Cox Op	2%	TERMIN	
HI A-572	G02392	Federal	RT	8/1/1973	5,760	Fieldwood En	24%	TERMIN	[1]
HI A-573	G02393	Federal	RT	8/1/1973	5,760	Fieldwood En	28%	PROD	[1]
HI A-581	G18959	Federal	RT	12/1/1997	5,760	Cox Op	2%	TERMIN	[1]
HI A-582	G02719	Federal	OP 1	7/1/1974	5,760	Cox Op	2%	PROD	[1]
HI A-595	G02721	Federal	RT	7/1/1974	5,760	Fieldwood En	28%	PROD	[1]
HI A-596	G02722	Federal	RT	7/1/1974	5,760	Fieldwood En	28%	PROD	[1]
MO 861	G05062	Federal	RT	4/1/1982	5,198	Providence Res GOM 2	100%	TERMIN	
MO 861	G05062	Federal	OP 1	4/1/1982	5,198	Providence Res GOM 2	50%	TERMIN	
MP 101	G22792	Federal	RT	7/1/2001	4,995	Fieldwood En Off	78%	TERMIN	
MP 109	G22794	Federal	OP 1	5/1/2001	4,995	W & T Off	33%	TERMIN	
MP 109	G22794	Federal	OP 2	5/1/2001	4,995	W & T Off	33%	TERMIN	
MP 77	G04481	Federal	RT	11/1/1980	4,655	Fieldwood En Off	18%	RELINQ	[1], [6]
PL 13	G03171	Federal	OP 3	7/1/1975	5,000	ANKOR En	2%	TERMIN	
SM 102	G24872	Federal	RT	5/1/2003	3,113	Fieldwood En Off	100%	PROD	
SM 135	G19776	Federal	RT	5/1/1998	3,293	Fieldwood En	50%	TERMIN	[1]
SM 139	G21106	Federal	OP 1	7/1/1999	5,000	Fieldwood En Off	100%	TERMIN	
SM 142	G01216	Federal	RT	6/1/1962	2,761	Fieldwood En Off	86%	TERMIN	
SM 142	G01216	Federal	OP 1	6/1/1962	2,761	Fieldwood En Off	86%	TERMIN	
SM 143	G01217	Federal	CONT	5/1/1962	2,738	Fieldwood En Off	16%	TERMIN	
SM 146	G09546	Federal	RT	7/1/1988	5,000	Dynamic Off Res	100%	TERMIN	
SM 147	G06693	Federal	RT	7/1/1984	5,000	Fieldwood En Off	100%	TERMIN	
SM 268	G02310	Federal	RT	1/1/1973	3,237	Fieldwood En	30%	TERMIN	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	18%	PROD	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	9%	PROD	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	0%	PROD	[1]
SM 280	G14456	Federal	OP 1	6/1/1994	5,000	Fieldwood En	50%	PROD	[1]
SM 280	G14456	Federal	OP 3	6/1/1994	5,000	Fieldwood En	50%	PROD	[1]
SM 281	G02600	Federal	RT	4/1/1974	3,214	Fieldwood En	32%	PROD	[1]
SM 87	G24870	Federal	RT	5/1/2003	3,077	Castex Off	100%	PROD	
SP 17	G02938	Federal	RT	11/1/1974	962	Fieldwood En Off	100%	UNIT	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
SP 37	00697	Federal	OP 1	10/1/1959	2,500	Whitney O&G	44%	PROD	
SP 59	G02942	Federal	RT	11/1/1974	1,657	Fieldwood En Off	100%	UNIT	
SP 59	G02943	Federal	RT	11/1/1974	907	Fieldwood En Off	100%	UNIT	
SP 59, SP 60	G01608	Federal	RT	7/1/1967	3,510	Fieldwood En Off	100%	UNIT	
SP 6	G03337	Federal	RT	4/1/1976	318	Fieldwood En Off	100%	UNIT	
SP 6	G03337	Federal	OP	4/1/1976	318	Fieldwood En Off	100%	UNIT	
SP 60	G02137	Federal	RT	11/1/1971	1,762	Fieldwood En Off	100%	UNIT	
SP 61	G01609	Federal	RT	7/1/1967	5,000	Fieldwood En	100%	UNIT	[3]
SP 61	G01609	Federal	OP 1	7/1/1967	5,000	Fieldwood En	100%	UNIT	[3]
SP 66	G01611	Federal	RT	6/1/1967	4,310	Fieldwood En Off	100%	UNIT	[1]
SP 67	G01612	Federal	RT	7/1/1967	5,000	Fieldwood En Off	100%	UNIT	
SS 149	00434	Federal	OP 1	1/1/1955	5,000	W & T Off	3%	TERMIN	
SS 149	00434	Federal	OP 2	1/1/1955	5,000	W & T Off	3%	TERMIN	
SS 149	00434	Federal	OP 1	1/1/1955	5,000	W&T Off	3%	TERMIN	
SS 149	00434	Federal	OP 2	1/1/1955	5,000	W&T Off	3%	TERMIN	
SS 177	00590	Federal	RT	9/1/1955	5,000	W & T Off	25%	PROD	
SS 189	G04232	Federal	OP 5	12/1/1979	5,000	Fieldwood En	1%	PROD	[1]
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	21%	PROD	[1]
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	0%	PROD	[1]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	0%	UNIT	[1], [6]
SS 214	00828	Federal	RT	5/1/1960	5,000	W & T Off	35%	PROD	
SS 214	00828	Federal	OP 1	5/1/1960	5,000	W & T Off	14%	PROD	
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	20%	PROD	[1]
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	0%	PROD	[1]
SS 232	G15293	Federal	RT	9/1/1995	5,000	W & T Off	34%	TERMIN	
SS 233	G01528	Federal	RT	7/1/1967	5,000	W & T Off	34%	PROD	
SS 238	G03169	Federal	RT	7/1/1975	5,000	W & T Off	35%	PROD	
SS 238	G03169	Federal	OP 2	7/1/1975	5,000	Peregrine O&G II	35%	PROD	
SS 246	G01027	Federal	OP 11	6/1/1962	5,000	Fieldwood En Off	81%	TERMIN	
SS 246	G01027	Federal	OP 13	6/1/1962	5,000	Fieldwood En Off	77%	TERMIN	
SS 247	G01028	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	89%	UNIT	
SS 247	G01028	Federal	RT C	6/1/1962	5,000	Fieldwood En Off	77%	UNIT	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
SS 248	G01029	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	77%	UNIT	
SS 249	G01030	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	80%	UNIT	[1]
SS 249	G01030	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	69%	UNIT	[1]
SS 252	G01529	Federal	RT	7/1/1967	5,000	Fieldwood En Off	100%	PROD	
SS 252	G01529	Federal	OP 1	7/1/1967	5,000	Fieldwood En Off	100%	PROD	
SS 252	G01529	Federal	OP 2	7/1/1967	5,000	Fieldwood En Off	32%	PROD	
SS 253	G01031	Federal	RT	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 253	G01031	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 253	G01031	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 253	G01031	Federal	OP 4	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 253	G01031	Federal	OP 5	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 270	G01037	Federal	RT	3/13/1962	5,000	Fieldwood En Off	89%	UNIT	
SS 271	G01038	Federal	RT	3/13/1962	5,000	Fieldwood En Off	72%	UNIT	[1]
SS 271	G01038	Federal	OP	3/13/1962	5,000	Fieldwood En Off	72%	UNIT	[1]
SS 291	G02923	Federal	RT B	12/1/1974	3,750	Fieldwood En	15%	OPERNS	[1]
SS 300	G07760	Federal	RT	8/1/1985	5,000	W & T Off	24%	PROD	
SS 315	G09631	Federal	RT	6/1/1988	5,000	W & T Off	25%	PROD	
ST 315	G23946	Federal	RT	7/1/2002	4,458	W & T Off	50%	PROD	
ST 316	G22762	Federal	RT	6/1/2001	4,435	W & T Off	40%	PROD	[1]
VK 824	G15436	Federal	CONT	9/1/1995	5,760	Fieldwood En	6%	RELINQ	
VK 826	G06888	Federal	RT	6/1/1984	5760	Fieldwood En	100%	TERMIN	
VK 917	G15441	Federal	OP	7/1/1995	5760	Fieldwood En	85%	PROD	
VK 962	G15445	Federal	OP 1	7/1/1995	5760	Fieldwood En	85%	TERMIN	
VR 196	G19760	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	38%	TERMIN	[5]
VR 262	G34257	Federal	RT	10/1/2012	5,485	Fieldwood En	25%	RELINQ	[1]
VR 272	G23829	Federal	RT	6/1/2002	4,381	Fieldwood En Off	100%	PROD	
VR 273	G14412	Federal	OP 3	5/1/1994	5,000	Fieldwood En Off	100%	TERMIN	
VR 279	G11881	Federal	OP 1	5/1/1990	5,000	Talos En Off	50%	TERMIN	
VR 313	G01172	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100%	TERMIN	
VR 313	G01172	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	100%	TERMIN	
VR 408	G15212	Federal	CONT	7/1/1995	5,000	Fieldwood En	33%	PROD	
WC 171	G01997	Federal	RT	1/1/1971	5,000	XTO	34%	TERMIN	
WC 295	G24730	Federal	OP 1	5/1/2003	5,000	Fieldwood En	14%	PROD	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
WC 485	G02220	Federal	RT	2/1/1973	5,000	Fieldwood En Off	100%	UNIT	
WC 498	G03520	Federal	RT	8/1/1977	5,000	Cox Op	4%	PROD	
WC 507	G02549	Federal	RT	4/1/1974	2,500	Fieldwood En Off	100%	UNIT	
WC 507	G02549	Federal	OP 1	4/1/1974	2,500	Fieldwood En Off	50%	UNIT	
WC 507	G10594	Federal	RT	6/1/1989	2,500	Fieldwood En Off	100%	UNIT	
WC 65	G02825	Federal	OP 4	12/1/1974	5,000	Fieldwood En	19%	PROD	[1]
WC 66	G02826	Federal	OP 2	12/1/1974	3,750	Fieldwood En	25%	PROD	[1]
WC 67	G03256	Federal	CONT	9/1/1975	5,000	Fieldwood En	17%	TERMIN	[1]
WC 72	G23735	Federal	RT	7/1/2002	5,000	Fieldwood En Off	75%	PROD	
WC 96	G23740	Federal	OP 1	5/1/2002	5,000	Talos	25%	UNIT	
WD 103	G12360	Federal	OP 1	5/1/1960	1,016	Fieldwood En	19%	PROD	[1]
WD 121	G19843	Federal	OP 1	8/1/1998	5,000	Fieldwood En	16%	PROD	[1]
WD 122	G13645	Federal	OP 1	8/1/1992	5,000	Fieldwood En	16%	PROD	[1]
WD 122	G13645	Federal	OP 2	8/1/1992	5,000	Fieldwood En	16%	PROD	[1]
WD 27	G04473	Federal	RT B	11/1/1980	5,000	Cox Op	14%	PROD	
WD 57, WD 79, WD 80	G01449	Federal	RT	5/1/1966	3,125	Fieldwood En Off	100%	UNIT	[4]
WD 63	G19839	Federal	OP 1	6/1/1998	5,000	Peregrine O&G	13%	RELINQ	
WD 64	G25008	Federal	RT	5/1/2003	5,000	Peregrine O&G	6%	TERMIN	
WD 73	G01083	Federal	OP 2	6/1/1962	5,000	Cox Op	6%	UNIT	
WD 74	G01084	Federal	OP 1	6/1/1962	5,000	Cox Op	6%	UNIT	
WD 79, WD 80	G01874	Federal	RT	12/1/1968	3,438	Fieldwood En Off	100%	UNIT	[4]
WD 80	G01989	Federal	RT	8/1/1970	1,875	Fieldwood En Off	100%	UNIT	[4]
WD 80	G02136	Federal	RT	1/1/1972	938	Fieldwood En Off	100%	UNIT	[4]
WD 85	G04895	Federal	RT	12/1/1981	2,630	Fieldwood En Off	100%	TERMIN	
WD 85	G04895	Federal	OP 1	12/1/1981	2,630	Fieldwood En Off	100%	TERMIN	
WD 86	G02934	Federal	RT	12/1/1974	2,500	SPN Res	100%	TERMIN	
WD 86	G04243	Federal	RT	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	
WD 86	G04243	Federal	OP 1	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	
WD 86	G04243	Federal	OP 2	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	
WD 86	G04243	Federal	OP 3	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	
WD 90	G01089	Federal	OP 3	6/1/1962	5,000	Fieldwood En	19%	PROD	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
SP 42	SL03011	SL- LA	WI	-	-	-	100%	SOP	
-	14519	SL - TX	WI	-	-	-	50%	UNIT	
-	14520	SL - TX	WI	-	-	-	50%	UNIT	
-	14914	SL - TX	WI	-	-	-	66%	UNIT	
SP 42	SL16869	SL- LA	WI	-	-	-	100%	PROD	
BS 45	SL19051	SL- LA	ORRI	8/9/2006		Southern Oil of Louisiana	0%	UNIT	
BS 53	SL3770	SL- LA	WI				50%	RELEASED	
-	SL17072	SL- LA	WI	-	-	-	38%	ACTIVE	
-	SL18287	SL- LA	WI	-	-	-	44%	-	
-	SL19266	SL- LA	WI	-	-	-	17%	ACTIVE	
-	42450	SL- LA	WI	-	-	Fieldwood Onshore	63%	TERMINATED	
-	490100	SL- LA	WI	-	-	SandRidge Exploration & Production	100%	SCOPING	
-	JMB Partnership	Onshore		2/6/2019			100%	-	
-	JMB Partnership	Onshore		2/25/2018			100%	-	
-	Richardson A Caffery et al	Onshore		2/1/2016			100%	-	
-	Caroline Baker Trust No 1	Onshore		1/22/2016			100%	-	
-	111650	SL - TX	WI			TR Offshore, LLC	7%	ACTIVE	
-	115727	SL - TX	WI			TR Offshore, LLC	7%	ACTIVE	
-	114988	SL - TX	WI			TR Offshore, LLC	7%	ACTIVE	
-	19334	SL - TX	WI	-	-	Elliott Oil & Gas Operating	75%	INJECTION	
-	136449	SL - TX	WI	-	-	TR Offshore, LLC	7%	ACTIVE	
-	09061	SL - TX	WI	-	-	Landon Browning	33%	TERMIN	
-	168986	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
-	189098	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	
-	206882	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	

## Abandoned Properties ROW

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647	[2]
7923	Fieldwood Energy, LLC	EB	165	A	HI	A 582	30 SSTI	12	GAS	Active	G08536	G06280	
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478	[2]
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438	
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Out of Service	G02139A	G02115	
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	[2]
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	[2]
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	[2]
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479	
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479	
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524	
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579	[1]
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605	
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754	
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754	
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081	[2]
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081	[2]
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754	

[1] Lease carries \$0 liability

[2] Represents each ROW in which (i) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754	
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721	
14304	Fieldwood Energy, LLC	MP	101	SSTI Manifold	MP	102	Plat A	8	BLKG	Partial Abandon	G24687	G22792	
15810	Fieldwood Energy Offshore LLC	MP	29	Well No. 1	MP	118	Platform A	6	BLKG	Out of Service	G28216	G27196	[1]
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481	[2]
4733	Fieldwood Energy Offshore LLC	SM	142	A	SM	127	24 SSTI	10	G/C	Out of Service	G03441	G01216	
15106	Fieldwood Energy Offshore LLC	SM	146	B	SM	147	A	6	BLKG	Out of Service	G26837	G09546	
15107	Fieldwood Energy, LLC	SM	146	B	SM	147	A	4	BLKG	Out of Service	G26838	G09546	
15108	Fieldwood Energy, LLC	SM	147	A	SM	146	B	2	LIFT	Out of Service	G26839	G09546	
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G14093	G06693	
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G29316	G06693	
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Out of Service	G28756	G14456	
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Out of Service	G28484	G02311	
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456	
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600	
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600	
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600	
10268	Fieldwood Energy SP LLC	SP	60	A	SP	6	F/S	10	OIL	Out of Service	G14679	G02137	
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820	[2]
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820	[2]
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232	
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523	
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523	
17775	Fieldwood Energy, LLC	SS	253	C	SS	208	F-Pump	4	OIL	Out of Service	G01691C	G01031	
18094	Bandon Oil and Gas, LP	ST	195	B	ST	196	SSTI	6	G/C	Permitted for Abandonment Approved	G29005	G03593	[2]
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonment Approved	G05120	G03593	[2]
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481	[2]
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760	[2]
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760	[2]
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760	[2]
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328	[2]
14609	Fieldwood Energy, LLC	VR	272	"A"	VR	250	8" SSTI	4	OIL	Out of Service	G25384	G23829	
14277	Fieldwood Energy, LLC	VR	272	A	SM	116	20" SSTI	10	G/C	Out of Service	G25288	G23829	
5440	Fieldwood Energy Offshore LLC	VR	313	B	VR	313	20 SSTI	10	GAS	Out of Service	G04044	G01172	
15136	Fieldwood Energy, LLC	VR	313	B	VR	313	6" SSTI	6	OIL	Out of Service	G03879	G01172	
4289	Fieldwood Energy Offshore LLC	WC	485	A	WC	509	GP	12	GAS	Out of Service	G02122E	G02220	
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735	
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645	
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645	
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089	
18649	Fieldwood Energy, LLC	VK	826	A	VK	962	UTA	4	UBEH	Out of Service	G29151	G15441	
18904	Fieldwood Energy, LLC	VK	826	A	VK	917	SUTA	1	UMB	Out of Service	G29151	G15441	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
18648	Fieldwood Energy, LLC	VK	962	PLET	VK	826	A-Nep Spar	6	SERV	Active	G29151	G15441	
14906	Fieldwood Energy, LLC	VK	962	SSW #1	VK	826	A Nep Spar	6	BLKO	Out of Service	G25481	G15441	
14907	Fieldwood Energy, LLC	VK	962	SSW#1	VK	826	A	10	CSNG	Out of Service	G25481	G15441	

## Abandoned Properties RUE

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	63	A	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	EI 63 002,003, EI 62 and 005, 006, 008, 009, 010 and 011
EI	63	B	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
EI	63	C-QTR	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
SM	146	B	1663	G30248	G09546	Fieldwood Energy Offshore LLC	08/21/13	SM 139 B001 & B002
SM	147	A	23389	G30200	G06693	Fieldwood Energy Offshore LLC	09/12/13	SM 139 B001, B002 & B002D
WD	86	A	22593	G30173	G04243	Fieldwood Energy Offshore LLC	06/20/13	WD 86 B001, B002 & B005
VK	826	A-Neptune Spar	24235	G30353	G15441	Fieldwood Energy LLC	07/03/18	VK 917 SS001 & VK 962 SS001